

## **EXHIBIT 2**

### **GENERAL SCOPE OF WORK**

STANDARD SPECIFICATION - Except where amended by this General Scope of Work or the Specific Scope of Work contained in "Exhibit 8" or special provisions or notes on the plans, the 2004 edition of the Mississippi Standard Specifications for Road and Bridge Construction shall be used as the contract specifications which will govern the methods and quality of all construction and materials utilized on this project.

### **WATER WELL DECOMMISSIONING**

The CONSULTANT shall contact the MDOT Right of Way Division Property Management Officer, or his designee for further direction, prior to initiation of any work outlined in the individual Work Assignment(s) issued under this Agreement.

The CONSULTANT shall provide well decommissioning services including the proper plugging and abandonment of abandoned or unused water wells in accordance with Local, State and Federal laws, regulations, and codes. This work may include properties purchased as part of highway improvement projects and MDOT-owned facilities.

The CONSULTANT shall be responsible for acquiring all Local, State, and Federal permits and furnishing a copy of these permits to the MDOT. This requirement includes but is not limited to furnishing a copy of the "*Water Well Plugging/Decommissioning Form*" forms as required by the Mississippi Department of Environmental Quality (MDEQ) Office of Land and Water Resources (OLWR) or by any federal or local agency.

The CONSULTANT shall conduct a search the MDEQ OLWR for permitted / registered wells located within the project acquisition area and wells adjacent to the ROW that would be deemed unused as part of the project. Upon completion of the search, the CONSULTANT shall conduct a physical inspection of the project to confirm known well sites and search for additional unknown well sites with MDOT personnel. Upon completion of the search process, all wells identified shall be decommissioned in accordance with the MDEQ OLWR. The CONSULTANT shall decommission all wells in accordance with the *Mississippi Commission on Environmental Quality, Regulation LW-3, Section XIII-Decommissioning of Abandoned or Unused Water Wells and Boreholes* as adopted by the Commission on Environmental Quality June 24, 2004. The CONSULTANT shall be responsible for complying with any updates or changes in the above referenced regulations.

The CONSULTANT shall be fully responsible for locating all underground utilities and for notifying the utility companies prior to commencement of the work. The CONSULTANT shall take all precautions necessary to protect utilities from damage. The CONTRACTOR shall assume all responsibility and legal liability for damage to existing utilities as a result of the operations. In the event that the utilities are damaged by the CONSULTANT, the CONSULTANT shall repair or replace the utility at the CONSULTANT'S expense. The CONSULTANT shall be responsible for the required disconnection of any utilities in accordance with Local, State and Federal laws, regulations, and codes. No payment will be made for delays, interference or damage caused to or by existing utilities.

### **SITE CONDITIONS**

The CONSULTANT shall remove all debris associated with well decommissioning activities. The CONSULTANT shall be responsible for removal and disposal of all pump equipment, tanks and associated piping. The property shall be cleared in such a manner that no concrete, brick, or other debris in excess of 4

inches in diameter, resulting from well decommissioning activities, remains on site, and by grading disturbed areas following removal operations. The CONSULTANT shall preserve and protect all structures, fences, public and private utilities and improvements, above or below the ground, which are to remain or be removed by others.

### **ITEMS/MATERIALS TO BE PROVIDED BY THE MDOT**

The MDOT will provide, if readily available within the normal resources of the MDOT:

- Maps, aerial photographs, and other cartographic items;
- Copies of any previous studies/analyses, environmental assessments pertaining to the project;
- Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in the conduct of the project; and
- A single point of contact within the MDOT for day-to-day coordination of each assignment.

### **PERMITS, LICENSES AND REGULATIONS**

All permits, licenses, notices, and filings necessary for the prosecution of the work shall be secured and paid for by the CONSULTANT. The CONSULTANT shall give all notices and comply with all laws, ordinances, rules, and regulations during the conduct of the work as drawn and specified. If the CONSULTANT observes that Instructions, Drawings, and Specifications are at variance therewith, he shall promptly notify the COMMISSION in writing, and any necessary changes shall be negotiated, and reduced to writing signed by the COMMISSION and the CONSULTANT supplementing the Contract Documents as provided in the Contract for changes in the work.

### **PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY**

The CONSULTANT shall provide and maintain all reasonable watchmen, barricades, warning lights, And signs and take all reasonable precautions for the protection and safety of the public. He shall continuously maintain reasonable protection of all work from damages, and shall take all reasonable precautions to protect the COMMISSION'S property from injury or loss arising in connection with this Contract. He shall make good any damage, injury or loss to his work and to the property resulting from lack of reasonable protection precautions, except such as may be due to errors in the Contract Documents or caused by agents or employees of the COMMISSION. He shall reasonably protect adjacent private and public property, as required by Law and the Contract Documents.

The CONSULTANT will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONSULTANT'S superintendent unless otherwise designated in writing by the CONSULTANT to the COMMISSION.

### **INSPECTION OF WORK**

The COMMISSION shall provide sufficient competent personnel for the inspection of the work while such work is in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the Specification. Notwithstanding such inspection, the CONSULTANT will be held responsible for the acceptability of the finished work.

The COMMISSION or its representative shall at all times have access to the work whenever it is in preparation or progress, and the CONSULTANT shall provide proper facilities for such access, and for inspection.

Inspection shall in no way make the Federal Government a party to this Contract nor will it interfere with the rights of either party hereunder.

If the Standard Specifications, the COMMISSION'S instructions, laws, ordinances, or any public authority requires any work to be specially tested or approved, the CONSULTANT shall give the COMMISSION timely notice of its readiness for inspection, and if the inspection is by an authority other than the COMMISSION, of the date fixed for such inspection. Inspections by the COMMISSION shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval of the COMMISSION, it must, if required by the COMMISSION, be uncovered for examination and properly restored at the CONSULTANT'S expenses, unless the COMMISSION has unreasonably delayed inspection.

Re-examination of any work may be ordered by the COMMISSION and, if so ordered, the work must be uncovered by the CONSULTANT. If such work is found to be in accordance with the Contract Documents, the COMMISSION shall pay the cost of re-examination and replacement. If such work is not in accordance with the Contract Documents, the CONSULTANT shall pay such cost.

### **SUPERINTENDENCE**

The CONSULTANT shall keep on his work, during its progress, a competent superintendent, and any necessary assistant. The superintendent shall represent the CONSULTANT and carry out all directions given to the CONSULTANT. Important directions shall immediately be confirmed in writing to the CONSULTANT. Other directions shall be so confirmed on written request in each case. The CONSULTANT shall give efficient superintendence to the work, using his best skill and attention.

### **DISCREPANCIES**

If the CONSULTANT, in the course of the work, finds discrepancy between the Instructions, Drawings, Standard Specifications, the physical conditions of the locality, or any errors or omissions in Drawings or in the layout as given by survey points and instructions, he shall immediately inform the COMMISSION, in writing, and the COMMISSION shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONSULTANT'S risk.

### **REMOVAL OF EQUIPMENT**

In case of termination of this Contract before completion for any cause whatsoever, the CONSULTANT, if notified to do so by the COMMISSION, shall promptly remove any part or all of his equipment and supplies from the property of THE COMMISSION, upon failure to do so, the COMMISSION shall have the right to remove such equipment and supplies at the expense of the CONSULTANT.

### **SEPARATE CONTRACTS**

The COMMISSION reserves the right to let other contracts in connection with a Work Assignment. The CONSULTANT shall afford other consultants reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If the proper execution or results of any part of the CONSULTANT'S work depends upon the work of any other consultant, the CONSULTANT shall inspect and promptly report to the COMMISSION any defects in such work that render it unsuitable for such proper execution and results.

### **LAND FOR WORK**

The COMMISSION shall provide as indicated on the Drawings and not later than the date when needed by the CONSULTANT the lands upon which the work under this Contract is to be done, rights-of-way for access to same, and such other lands which are designated on the Drawings for the use of the CONSULTANT. Such lands and right -of -way shall be adequate for the performance of the Contract. Any delay in the furnishing of these lands by the COMMISSION shall be deemed proper causes for an equitable adjustment in both Contract price and time of completion.

The CONSULTANT shall provide at his own expense and without liability to the COMMISSION any additional land and access thereto that may be required for temporary construction facilities or for storage of materials.

### **CLEANING UP**

The CONSULTANT shall *remove* at his own expense from the COMMISSION'S property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operation. This requirement shall not apply to property used for permanent disposal of rubbish or waste material in accordance with permission of such disposal granted to the CONSULTANT by the COMMISSION.

### **HEALTH AND SAFETY**

The CONSULTANT shall see to it that a health and safety plan adhering to OSHA requirements for work in this type of environment is *developed* and implemented. No payment shall be made and no work shall begin until a plan is approved for the site.